

# AGENDA FOR COUNCIL MEETING

## CITY OF NEW RICHMOND, WISCONSIN

MONDAY, OCTOBER 10, 2016 - 7:00 P.M.

### AGENDA:

1. Call to Order
2. Clerk's Roll Call
3. Pledge of Allegiance
4. Adoption of Agenda

### PUBLIC COMMENT

### CONSENT AGENDA:

1. Approval of the Minutes from the Previous Regular Council Meeting, September 12, 2016 and Special Council Meeting, September 28, 2016
2. Application for License to Serve from Taylor V. Spaulding, Osceola; Heather N. Siler, Clear Lake; Kristin S. Briggs, Hudson; Michelle R. Frame, New Richmond; Kaylee J. Langer, New Richmond; and Lance C. Cylkowski, New Richmond
3. Skate Park Donations:  
Tim Scott Law Firm: \$500  
Total Commitments: \$132,827.49  
Total Received: \$130,327.49
4. Payment of VO#59808 through VO#59900 totaling \$357,971.02 plus electronic fund transfers of \$1,609,618.24 for a grand total of \$1,967,589.26

### DEPARTMENT REPORTS:

Administration  
Community Development  
Public Works  
Library  
Police  
Fire  
Airport

### UNFINISHED BUSINESS:

(Consideration and action on matters tabled, postponed or referred to a committee at a previous meeting)

### NEW BUSINESS:

(Action on newly introduced motions, ordinances, resolutions or other matters)

1. Senior Center Lease
2. Emergency Management Coordinator Recommendation – Lieutenant Koehler
3. Naming Rights Policy
4. Skate Park Name

5. Memorandum of Understanding – Canoe & Kayak Access at Nature Center
6. Croft Apartments Development Agreement
7. Police Gift Card – Pay if Forward Proposal
8. TIF #6 Farm Lease Amendment
9. 2017 Street & Utility Design Contract
10. STH 64 Coalition Agreements
  - a. Wastewater Treatment Plant Facility Plan/Phosphorus Optimization
  - b. Erosion Vulnerability Assessment for Agricultural Lands
11. Work Session on October 24, 2016 at 5:30 p.m.
12. Communications & Miscellaneous
13. Adjournment

Frederick Horne, Mayor

***(THE ABOVE AGENDA IS NOT NECESSARILY IN ORDER OF PRESENTATION)***

\*\*Late Changes and Additions

***Posted: Civic Center and City Website***

If you need a sign language interpreter or other special accommodations, please contact the City Clerk at 246-4268 or Telecommunications Device for the Deaf (TDD) at 243-0453 at least 48 hours prior to the meeting so arrangements can be made.

REGULAR COUNCIL MEETING SEPTEMBER 12, 2016 7:00 P.M.

The meeting was opened by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, The New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office and on the City's website at [www.newrichmondwi.gov](http://www.newrichmondwi.gov). Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Kittel, Ard, Jackson, Montello, Volkert and Zajkowski.

The Pledge of Allegiance was recited.

Alderman Montello moved to adopt the agenda as presented, seconded by Alderman Zajkowski and carried.

**Public Comment**

**Consent Agenda**

1. Approval of the Minutes from the Previous Regular Council Meeting, August 8, 2016 and Special Council Meetings, August 29, 2016
2. Application for License to Serve from Timothy W. Anders, New Richmond; Anna M. Payson, New Richmond
3. Application for Temporary Class B Beer License from Knights of Columbus at 155 East Fourth Street for September 11, 18, 25, 30, October 2, 9, 16, 23, 28, 30, November 6, 13, 20, 25, 27, and December 4, 11, 18, 30, 2016
4. Application for Cigarette License from Valu Mart at 455 South Knowles Avenue
5. Application for a Run/Walk Permit from St. Mary's School for October 8, 2016 10:00 a.m. to Noon
6. Application for a Run/Walk Permit from New Richmond Youth Hockey Association for October 22, 2016 7:30 a.m. to 11:00 a.m.
7. Skate Park Donations from the following:  
Twin Cities Orthopedics: \$500  
New Richmond 8 Theater: \$1,000  
Total Commitments: \$132,327.49  
Total Received To Date: \$90,627.49
8. Payment of VO#59689 through VO#59807 totaling \$1,187,584.94 plus electronic fund transfers of \$2,069,182.23 for a grand total of \$3,483,613.44  
General Fund \$2,325,672.89  
Impact Fees Fund 97,728.59  
Cemetery Fund 5,386.62  
CDBG – Housing 340.56  
Debt Service Fund 53,039.06

Capital Projects	614,258.85
Landfill Cleanup Fund	2,394.68
TIF District #6	67,056.34
Storm Water Utility	235,982.47
Park Land Trust Fund	75,037.26
Tax Agency Fund	6,716.12

Alderman Montello moved to approve the consent agenda as presented, seconded by Alderman Kittel and carried.

### **Department Reports**

Administration –Mike Darrow stated that we welcomed the seniors into the basement this past week. They will be here Monday through Thursday from 8:00 a.m. to 2:00 p.m. We will still be able to use the area for community events including the DMV on the second Tuesday of every month. Mike thanked the City Council and Utility Commission members for participating in the budget tour on August 29, 2016. The next work session will be on September 28, 2016 when we will be digging deeper into the budget process. The Library master planning process is kicking off. Conditions for the transfer of the land from the school to the City include an approved master plan. The City Council, school board and Library board will begin this process with a joint meeting.

Community Development – Beth Thompson stated that ESR had a groundbreaking on August 26, 2016 and has since started on their building. Five Loaves had a ribbon cutting for their new location on Third Street last Thursday. ALDI, Jimmy John's and Taco Bell are moving quickly on their buildings. There is a new application available for looking up cemetery records. The IT staff converted over 100 years of paper records to an online, searchable application. Anyone looking to purchase a lot or has questions about the cemetery should contact Lori Brinkman in the Clerk's office.

Public Works – Jeremiah Wendt gave an update on street construction projects. North Shore Drive and East and West River Drive will not be paved for a few weeks yet. Paperjack Drive is finishing up and looks really nice. The Civic Center lot was sealcoated this past weekend. Sidewalk construction has begun. City Staff has been working on the Freedom Park access road. Jeremiah is working with Short Elliott Hendrickson on a contract for 2017 street projects. This will be brought to the work session on September 28, 2016.

Police – Craig Yehlik, Police Chief, stated that the citizen's academy started last Wednesday night with nine people. Bids will be back for the drug detective vehicle and will be presented at the work session on September 28, 2016. The church burglaries have been solved. The Police Department wants to remind everyone that burning of leaves and debris is not allowed in the City limits. Only clean campfire wood is allowed. Please use the compost site which is open from 8:00 a.m. to sunset seven days a week.

Fire – Jim VanderWyst, Fire Chief, stated that the firefighters are busy with lots of trainings. The department was invited to the Afton/Lakeland 9/11 celebration. The Fire department also received a SAFER grant in the amount of \$144,500 over three years to get new recruits up and running with training and gear. Jim thanked Noah for his work on this grant application. Alderman Ard congratulated both Jim and Noah for their work on this grant.

Airport - Mike Demulling explained that the Farm to Table project has started and the school has taken over six acres. Mike will be working 7 hours each week on clearing this property. Several new hangars are getting started. The Airport Commission has a tentative meeting on September 22, 2016. They are looking at annexing some property owned by the Airport, but located in the township. The airport hosted events for over 3,000 people during the summer.

### **POW/MIA Presentation**

Wanda Vielleux and the VFW Auxiliary gave a presentation in honor of National POW/MIA Recognition Day which is observed on the third Friday in September. It honors those who were prisoners of war and those who are still missing in action. This day was established by an Act of Congress, by the passage of Section 1082 of the 1998 Defense Authorization Act. They also did the table presentation. A certificate was presented to Mayor Horne in recognition and appreciation for displaying the POW/MIA flag at the civic center and the library.

### **Croft Place Apartments**

Jay Kellogg, Stephen Lavery, and Mike Roderer, from Croft Place Apartments were present to answer questions regarding their apartment building. The project has been open for nine months and several issues have not been resolved. When the project was presented to the Council and Plan Commission, it was explained differently than what the end result was. This has caused some questions and concerns. There was discussion regarding the rent structure as well. The representatives from Croft Place Apartments would like to work together with the City to resolve any issues and move forward. Mike Darrow suggested using a development agreement. Staff will work with Nick Vivian to draft this document and bring it back to the Council at the work session on September 28, 2016 with formal approval on October 10, 2016. Alderman Montello moved to direct staff to prepare a development agreement, seconded by Alderman Ard and carried.

### **Swearing in of Officer Bradley Thompson**

Mayor Horne administered the official Police Officer's Oath to Bradley Thompson.

### **Downtown Public Art**

Beth Thompson explained that a local artist approached the City and asked about public art. He graduated from New Richmond High School and then from the University of River Falls. The Utility Commission recently approved having the traffic signal box on the corner of Fourth Street and Knowles Avenue painted. We would like to have him paint two benches this year at a cost of \$1,100 and the paint would last 15 to 20 years. Noah Wiedenfeld is also applying for a grant to help with the cost to paint additional benches in the future. We have \$850 from WPPI that could be put towards this project and the rest could come from the marketing budget. Alderman Ard moved to approve painting two benches downtown with the money to come from the WPPI funds and marketing budget and have staff approve the final design, seconded by Alderman Zajkowski and carried.

### **Resolution #091601 Designating Public Depository**

Alderman Montello offered the following resolution and moved for its adoption:

RESOLUTION#091601

RESOLUTION DESIGNATING PUBLIC DEPOSITORY FOR MISCELLANEOUS  
ACCOUNTS AND AUTHORIZING WITHDRAWAL OF CITY MONEYS

(a complete copy is on file in the Clerk's office)

Motion was seconded by Alderman Kittel and carried.

### **Resolution #091602 – Designation of Depository #2**

Alderman Montello offered the following resolution and moved for its adoption:

RESOLUTION #091602

RESOLUTION DESIGNATING DEPOSITORY AND AUTHORIZING WITHDRAWAL OF  
COUNTY, CITY, VILLAGE, TOWN OR SCHOOL DISTRICT MONEYS

(a complete copy is on file in the Clerk's office)

Motion was seconded by Alderman Ard and carried.

### **Resolution #091603 – 10<sup>th</sup> Annual Regional Caregiver Conference**

Alderman Ard offered the following resolution and moved for its adoption:

RESOLUTION 091603

10<sup>TH</sup> ANNUNAL REGIONAL CAREGIVER CONFERENCE

WHEREAS, the City of New Richmond wants to support its families and residents in their lives;  
WHEREAS, as the U.S. population ages, increasing numbers of individuals are living with chronic conditions that inhibit them from handling daily activities;  
WHEREAS, caregiving can include assisting with personal care, physical help, emotional and social support, behavioral and communication difficulties;  
WHEREAS, informal (unpaid) caregiving by family members and friends is the primary source of long-term eldercare in the United States.  
WHEREAS, close to 45 million Americans provide 38 billion hours of informal (unpaid) care each year to family members and friends  
WHEREAS, caregiving takes place in the community and in care facilities and can be carried out from a distance;  
WHEREAS, caregiving is the assumption of responsibility for providing care along with the concern, worry and emotional involvement this entails;  
WHEREAS, the Regional Caregivers Conference Committee, made up of representatives from public and private care facilities, Western Wisconsin Aging and Disabilities Resource Centers, Wisconsin Indianhead Technical College, as well as private citizens, provides education and support to family and professional caregivers;  
WHEREAS, the 10<sup>th</sup> Annual Regional Caregiver Conference will take place on September 30, 2016;  
THEREFORE BE IT RESOLVED that the City of New Richmond does hereby proclaim support for caregivers and commends the Regional Caregivers Conference Committee  
BY PROCLAIMING that September 30, 2016 as Caregivers Day in the City of New Richmond  
Motion was seconded by Alderman Kittel and carried.

**Plan Commission Recommendations**

The Plan Commission recommended approval of a Certified Survey Map for Dorset Lane to provide for right-of-way required for the extension of Dorset Lane as presented. Alderman Montello moved to approve this Certified Survey Map, seconded by Alderman Ard and carried.

The Plan Commission recommended approval of a Certified Survey Map from Federal Foam to provide for subdivision and dedication of public right-of-way on the condition that the developer submit a cross parking easement to be recorded with lots 2 and 3 establishing a joint parking arrangement for the number of off-street parking stalls required by the Zoning Ordinance. There was discussion regarding possible pedestrian conflicts when the parking lot develops. The City could place some type of barrier along the street to help with this. When the street is reconstructed, it will be built further to the West to address building setbacks. Alderman Montello moved to approve the CSM with the condition as presented, seconded by Alderman Ard and carried.

The Plan Commission recommended approving the application for annexation from Jeff Moberg. Beth Thompson explained that the annexation complies with our comprehensive plan. The zoning requested is Z3 Multi-Use/Corridor District, which is consistent with the area around it. Alderman Ard moved to suspend the rules and adopt Ordinance #486 annexing this property, seconded by Alderman Zajkowski and carried.

The Plan Commission recommended approving a Certified Survey Map from the City of New Richmond for East Fourth Street. Jeremiah Wendt explained that the Hockey Association would like to place an accessory building on the property and would not be able to with the street as it is. The plan is to vacate this portion of East Fourth Street. Discussion followed. Alderman Montello moved to approve the Certified Survey Map with the condition that the CSM identify drainage and utility easements at the perimeter of the lot as required by Section 117.41.C.1 and over any in-place utilities within the existing East Fourth Street right-of-way to be vacated, subject to review and approval of the Public Works Director, seconded by Alderman Ard and carried.

The Plan Commission recommended proceeding with the vacation of a portion of East Fourth Street from Sports Center Road to Oak Avenue. The process for vacating a street is as follows:

- 1) Recommendation from the Plan Commission
- 2) Council approval of a preliminary resolution
- 3) A Class III publication in the news paper
- 4) Notification of neighbors
- 5) A public hearing at a Council meeting
- 6) Council approval of a final resolution.

Alderman Montello offered the following resolution and moved for its adoption:

RESOLUTION#091604  
PRELIMINARY RESOLUTION FOR  
VACATING A PORTION OF EAST FOURTH STREET

WHEREAS, pursuant to Section 66.1003 of Wisconsin Statutes, the Plan Commission has received a request to vacate and discontinue a portion of East Fourth Street described below:

A parcel of land located in part of the fractional NW1/4 of Section 2, T30N, R18W, City of New Richmond, St. Croix County, Wisconsin; being Fourth Street and part of the public right-of-way lying between the south 16 feet of Outlot 100 and Outlot 102 of the Outlot Map of the City of New Richmond; described as follows:

Commencing at the W1/4 Corner of said Section 2; thence S89°48'33"E, along the east - west 1/4 line, 1909.65 feet; thence N00°31'32"E 1697.79 feet to the NE Corner of Outlot 91 of the Outlot Map of the City of New Richmond; thence S00°31'32"W, along the west right-of-way line of Oak Avenue, 151.83 feet to the SE Corner of Outlot 90 of said Outlot Map, being the point of beginning; thence continuing S00°31'32"W, along said west line, 50.00 feet to the north line of Outlot 101 of said Outlot Map; thence S89°59'54"W, along said north line, 457.56 feet to the east line of Lot 1 of Certified Survey Map recorded in Volume 25, Page 5841, Document Number 952479; thence N00°34'21"W, along said east line, 66.00 feet to the westerly extension of the north line of a parcel of land recorded in Volume 515, Page 535, Document Number 323848; thence N89°59'54"E, along said westerly extension, 33.14 feet to the west line of said parcel; thence S00°12'06"W, along said west line, 16.00 feet to the south line of said parcel; thence N89°59'54"E, along said south line and the south line of a parcel of land recorded in Volume 515, Page 534, Document Number 323847, 425.60 feet to the point of beginning. Described parcel contains 0.54 acres (23,431 Sq. Ft.).

WHEREAS, the City of New Richmond supports the vacation of this portion of East Fourth Street as it serves no public purpose and will allow for development of abutting property in accordance with the Comprehensive Plan; and

WHEREAS the Plan Commission is recommending the Common Council call for a Public Hearing to consider the proposed vacation; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council shall call and hold such hearing at the Council Meeting on November 14, 2016, at 7:00 p.m. to vacate and discontinue the drainage and utility easement described above and depicted on attachment A; and

The City Clerk is instructed to publish a notice stating when and where this resolution will be acted upon and stating that drainage and utility easement to be vacated, and cause all the necessary notices be delivered to all the abutting land owners and those residing within 2,650 feet from the ends.

Motion was seconded by Alderman Ard and carried.

**Resolution #091605 Requesting Application for Exemption from County Library**

Alderman Montello offered the following resolution and moved for its adoption:

RESOLUTION #091605  
REQUESTING APPLICATION FOR EXEMPTION  
FROM COUNTY LIBRARY TAX

WHEREAS, pursuant to the authority granted under Wisconsin Statutes Section 43.64(1), the County Board for St. Croix County, levies a county library tax for public library service to its inhabitants; and

WHEREAS, Wisconsin Statutes Section 43.64(2) provides that any city, town or village or school district in a county levying a tax for public library service under Sub (1) shall, upon written application to the county board of the county, be exempted from the county tax levy, if:

the city, town, village or school district making the application levies a tax for public library service and appropriates and expends for a library fund during the year which the county tax levy is made a sum at least equal to an amount calculated as determined in Wis. Stat. 43.64(2)(b)

NOW THEREFORE, BE IT RESOLVED that the City of New Richmond, Wisconsin hereby certifies that it will appropriate and expend an amount equal to or greater than the amount calculated under Wis. Stats. 43.64 (2)(b) for this year's library operations at the Friday Memorial Library and therefore makes this written application to the St. Croix County Board that the Board determine that the City of New Richmond is exempt from the payment of any county library tax in 2017, as provided in Wisconsin Statutes Section 43.64(2) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded by the City of New Richmond Clerk to the Library Director of the Friday Memorial Library and to the County Clerk of St. Croix County.

Motion was seconded by Alderman Ard and carried.

#### **Resolution #091606 – Urban Forestry Grant**

Alderman Ard offered the following resolution and moved for its adoption:

##### RESOLUTION #091606

##### URBAN FORESTRY GRANT AUTHORIZING RESOLUTION

WHEREAS, the applicant, City of New Richmond, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, City of New Richmond, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Director of Public Works, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Motion was seconded by Alderman Jackson and carried.

#### **Police K-9 Unit**

Veronica Koehler, Lieutenant, gave a presentation on the importance of considering a K-9 unit. A K-9 could help with building searches and clearing, drug detection, suspect apprehension, missing persons, article searches, public relations and school safety. Using a K-9 can increase officer safety, it's a time saver for officers, they have a keen sense of smell, they apprehend suspects faster and safer, and they can locate missing/vulnerable citizens quicker. St. Croix County Sheriff Deputy, Josh Stenseth, answered several questions regarding their K-9 program. Josh has been a handler for many years and is passionate about the help a K-9 gives officers. The New Richmond Police Department would like to add a K-9 unit without any tax dollars. Several businesses have expressed interest in helping with this program. The following is an initial estimate of the costs associated with the program:

Squad Car	\$25,000
Dog	8,500
Equipment/Training	4,500
Squad Insert	3,000
Hot/Pop System	1,400
Insurance	TBD
Kennel/Insulated House	TBD

Considerable discussion followed. Depending how the fund raising goes, most likely we would not get a K-9 unit up and running until 2018. If fund raising goes quickly, then it could happen sooner. Alderman Montello moved to approve the request to proceed with fund raising for a K-9 unit and report back to the council on an as needed basis, seconded by Alderman Ard and carried.

#### **Mayor's Youth Advisory Committee**

Noah Wiedenfeld explained this program. This committee would be for New Richmond residents from age 14 to 18 years old. There would be no limit to the number of students who could participate. It would be a hands-on, engaging, and educational experience. There would be monthly activities scheduled, as well as providing feedback as requested to the City Council. Noah would be in overseeing this committee. Alderman Montello moved to approve this committee, seconded by Alderman Ard and carried.

#### **Work Session on September 28, 2016 at 5:00 p.m.**

#### **Communications and Miscellaneous**

##### **Closed Session**

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(e) to discuss TIF #6 Development, seconded by Alderman Zajkowski and carried.

##### **Open Session**

No action was taken.

Alderman Zajkowski moved to adjourn the meeting, seconded by Alderman Ard and carried.

Meeting adjourned at 10:18 p.m.

Tanya Batchelor  
City Clerk

SPECIAL COUNCIL MEETING  
SEPTEMBER 28, 2016 5:30 P.M.

The meeting was opened by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, the New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Ard, Jackson, Kittel, Montello, Volkert, and Zajkowski

The Pledge of Allegiance was recited.

Alderman Kittel moved to adopt the agenda as presented, seconded by Alderman Montello and carried.

**VFW Property – Freedom Park Discussion**

Ken House, from the VFW, explained that Noah Wiedenfeld helped them write a grant to receive gravel for their project and they received the grant. They changed their name to the New Richmond/St. Croix County VFW to allow them to apply for more grants. The next step is to stake out the land. They have legal representation from Jim Remington. They will be looking at building the pavilion for the City next year. A fundraiser was held recently and they did really well. The complete project includes space for the VFW and the Senior Center with public bathrooms, a pavilion, meeting space and concessions area.

**Assessor – Revaluation Proposal**

Kelly Owen, from Owen Assessing, passed out preliminary reports from the State of Wisconsin showing that the City will most likely be at 88% of the equalized value. Kelly has been the assessor for the past year and has noticed many land and house inequities. New sales are way beyond the current assessed values. This is why she put together a proposal for a possible revaluation. The proposal states that the revaluation would take 9-10 months and the cost could be spread over three years. Staff will look into preparing a Request for Proposals for the revaluation and review the statutory requirements and come back to the work session on October 24, 2016 with more information.

**Senior Center Lease Overview**

Mike Darrow explained that the Senior Center is open from 8:00 a.m. to 2:00 p.m. Monday through Thursday. They will use the Council Chambers or Room 1 in the Basement on DMV days. The City received a check reimbursing us for September through December for rent that we paid to the Community Commons. The City's financial commitment in the future years will be \$0 annually. If given proper notice, we can use the room downstairs for such things as elections. Their lease will be renewed on an annual basis. A full lease will be on the October agenda for action.

**2017 Budget Process and Fee Discussion**

Mike Darrow stated that he is extremely excited about the budget this year and has been impressed with staff in their role in the budget process. City Staff explained the key takeaways from the budget tour and asked Council for their input. Council members would like to see the budget first and then make a request to the supervisors as to what they would like to take a look at. Staff also explained 2017 budget innovation ideas. Staff found the budget process this year a more collaborative effort with all departments working together. There were lots of great ideas and good conversations as a group. Alderman Kittel thanked Mike Darrow for starting this process. Some ideas that came from this process include centralized purchasing, the sale of City owned land, City contribution to the fire truck can come from a short term advance from the utility, 2017 capital improvements to be wrapped into 2018 bonding, increasing the sidewalk repair budget, increasing the library budget and increasing the amount for parks to put recycling containers in the parks. From here we will go through the strategic planning process which includes updating our strategic plan, recreation plan, safe routes to school plan, comprehensive plan, bicycle & pedestrian master plan and the financial plan. There will be community presentations given explaining the budget to groups such as the Rotary Club, Kiwanis Club, Chamber of Commerce, Senior

Center, New Richmond Area Centre and the NRACF. On Facebook, residents were asked what their thoughts on the top five priorities in the next five years for New Richmond. Some of those priorities include taxes, business growth, schools, downtown, streets and trails. Alderman Zajkowski discussed possibly creating a wheel tax. Considerable discussion followed. Another idea discussed was to consider changing the resolution regarding property tax equivalent. The City could also look at creating an aviation tax incremental district including an aviation technical park. For every \$5 the City invests in the airport, the State invests \$95. We will be getting health care costs in October, so that can be figured into the budget as well. Staff will continue with the innovation ideas and gather estimated costs.

There was also discussion regarding the court fee schedule which has not been changed for three years. Craig Yehlik and Jackie Butler explained that we are lacking in our fee structure. Other fees to look at include the fingerprint fee and parking citations which have not been changed in years either. This will come back to the Council for action in October.

There was discussion regarding the historical financial trends for the City. Staff presented changes in millrates over the past several years, sources of funds, operating expenses and current debt position.

### **K-9 Program Proposal & Next Steps**

Craig Yehlik stated that there is a lot of excitement around this program. Staff looked at the feasibility of starting in 2017, but found that 2018 would be a better goal. They will be looking at outside funds such as grant programs. Craig will come up with a time line on moving forward with this program. Nick Vivian created an association agreement for the K-9 program for those donating money to the project.

### **2017 Special Services Police Vehicle**

Bids were received for a Police Special Services Vehicle. We received a bid for an SUV with a V6 engine. Staff recommended expanding the quote to include V6, V8 motors and sedan type vehicles. These new bids would be due October 4, 2016 and come to the Council on October 10, 2016. Alderman Ard moved to expand the scope of the bid with the return date of October 4, 2016, seconded by Alderman Zajkowski and carried. Alderman Montello abstained.

### **Police Drug Investigator Vehicle**

The following bids were received for drug investigator vehicle:

2014	Chev	Impala	Used	\$15,215	28,183 miles
2016	Dodge	Caravan	Used	\$20,823	2,300 miles
2016	Dodge	Caravan	New	\$23,323	No miles
2016	Dodge	Journey	New	\$25,339	No miles

Staff recommended purchasing the 2014 Chevrolet Impala for \$15,214 which includes a platinum GM Protection Plan warranty and maintenance plan. Alderman Ard moved to purchase the Chevrolet Impala for \$15,215, seconded by Alderman Kittel and carried. Alderman Montello abstained.

### **Commons Property Master Plan**

The school and City will meet in the next two weeks to outline concepts. There will be public meetings in October to gain input from the community regarding the concepts. The goal is to approve the master plan in November or December.

### **Mayor's Appointments**

Mayor Horne appointed Mandi Erickson to the Park Board and Nate Warner to the Economic Development Commission. Alderman Montello moved to confirm these appointments, seconded by Alderman Jackson and carried.

### **Communications & Miscellaneous**

The League of Wisconsin Municipalities is sponsoring a Tournout for Transportation event at the Baldwin Ag Center at 7:00 p.m. on Thursday, September 29, 2016 to discuss transportation funding.

### **Closed Session per Statute 19.85 (1)(c) – Police Chief Contract**

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(c) to discuss Police Chief Contract, seconded by Alderman Montello and carried.

**Open Session**

Alderman Montello moved to approve the proposal for Police Chief Contract as discussed in Closed Session, seconded by Alderman Ard and carried.

Alderman Montello moved to adjourn the meeting, seconded by Alderman Ard and carried.

Meeting adjourned at 7:27 p.m.

Tanya Batchelor  
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL OCTOBER 10, 2016

VO #	PAYMENT TO:	AMOUNT
59808	CYNTHIA RICE	900.00
59809	45TH PARALLEL SPIRITS	2,500.00
59810	TIMOTHY ANDERS	15.00
59811	BENEFIT EXTRAS, INC	391.00
59812	BLOCK, CHRIS	110.00
59813	DELTA CONSTRUCTION INC	1,000.00
59814	INDUSTRIAL SAFETY	774.78
59815	KODIAK POWER SYSTEMS, INC	464.00
59816	MISIANO CONSTRUCTION & REMODELING, INC	30,000.00
59817	ROTARY CLUB OF NEW RICHMOND	151.00
59818	STEPHENS SANITATION - REFUSE	487.15
59819	THE PLANNING COMPANY LLC	4,037.12
59820	WILLIAMSON & SILER S.C.	1,137.51
59821	AIM ELECTRONICS, INC	730.00
59822	COUNTRYSIDE VET CLINIC	80.57
59823	XCEL ENERGY (2)	42.72
59824	XEROX BUSINESS SERVICES LLC	795.00
59825	CITY UTILITIES - 2ND BILLING	30,690.99
59826	FLEX-O-SWEEP	55.00
59827	FRONTIER COMMUNICATIONS (2)	45.14
59828	HUSNIK, STEVEN	10.05
59829	BEVERLY LANGENBACK	185.14
59830	WI DEPT OF FINANCIAL INSTITUTIONS	40.00
59831	MARTIN-MCALLISTER	500.00
59832	ST CROIX FALLS CLERK OF COURT	124.00
59833	ARMED SERVICES MEMORIAL	403.68
59834	JOHNSON MOTOT SALES INC	15,298.50
59835	ATLAS BUS SALES, INC	32,967.50
59836	CHIPPEWA COUNTY CLERK OF COURT	227.25
59837	CLERK OF COURT - ST CROIX CO	383.00
59838	AMAZON (CITY)	223.44
59839	AMAZON (LIBRARY)	2,517.63
59840	AMERY AREA PUBLIC LIBRARY	35.00
59841	BAKER & TAYLOR BOOKS	121.71
59842	BALDWIN TELECOM, INC	586.70
59843	BERMAN, TAYLOR	150.00
59844	BOARDMAN & CLARK LLP	39.00
59845	CHIPMAN, TRACY	230.00
59846	CITY UTILITIES - 1ST BILLING	859.13
59847	CITY UTILITIES - LANDFILL	478.05
59848	CITY UTILITIES - OTHER	14.72
59849	CITY UTILITIES - SAC CHARGES	2,667.00
59850	CITY UTILITIES - SALES TAX	304.97
59851	CITY UTILITIES - SRPS	1,545.00
59852	CITY UTILITIES - WATER IMPACT FEES	2,667.00
59853	CLAY, AARON	2,000.00
59854	CONFIDENTIAL RECORDS, INC	45.00
59855	COUNTY MATERIALS CORP	4,730.30
59856	DERRICK HOMES, LLC	1,000.00
59857	DOWD-RELIANCE AGENCY INC	40.00
59858	EHLERS & ASSOCIATES INC	3,800.00
59859	FELICITY HOMES	1,000.00
	SUB - TOTAL	149,600.75

## SUB - TOTAL CARRIED FORWARD

149,600.75

59860	FLEET ONE LLC	3,612.69
59861	FRONTIER COMMUNICATIONS (3)	63.31
59862	G & K SERVICES, INC	199.92
59863	GARDEN EXPRESSIONS	142.20
59864	GHD SERVICES INC	3,455.39
59865	GILLEN'S LIME QUARRY	90.84
59866	HALBROOK, LYNN	350.00
59867	HURTIS LOCKSMITH SHOP	285.00
59868	HUSBY, JEFFREY	4,000.00
59869	IMPACT GROUP	404.63
59870	KIMBALL, JOE	250.00
59871	KWIK TRIP/KWIK STAR STORES	2,812.12
59872	LUCK PUBLIC LIBRARY	17.99
59873	MIRON CONSTRUCTION	1,000.00
59874	MISIANO CONSTRUCTION & REMODELING, INC	26,250.00
59875	NEW RICHMOND AREA COMMUNITY FOUNDATION	8,850.00
59876	NEW RICHMOND EXECUTIVE AVIATION	4,200.00
59877	NORTHERN BUSINESS PRODUCTS	1,153.42
59878	PERSHING LLC	8,850.00
59879	RICE, CYNTHIA	900.00
59880	RIVERTOWN MULTIMEDIA	943.24
59881	RUNNING, INC	10,775.55
59882	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	148.54
59883	SECURIAN FINANCIAL GROUP, INC	2,077.42
59884	SHORT-ELLIOTT-HENDRICKSON	38,901.85
59885	SKOGLUND OIL COMPANY	320.26
59886	SPECTRUM INSURANCE GROUP	48,802.00
59887	ST CROIX COUNTY HIGHWAY DEPT	10,475.58
59888	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	460.00
59889	ST CROIX POWER SPORTS	1,000.00
59890	STATE OF WI - COURT FINES & ASSESSMENTS	1,201.88
59891	STEPHENS SANITATION - RECYCLING	4,065.00
59892	STRUCK & IRWIN PAVING INC	9,945.00
59893	SUPERIOR SEALERS, LLC	7,809.00
59894	THE PLANNING COMPANY LLC	1,737.50
59895	TIMBERS-SELISSEN-RUDOLPH LAND SPECIALISTS	1,200.00
59896	VERIZON WIRELESS (CITY)	310.21
59897	VILLAGE OF STAR PRAIRIE	67.54
59898	WASHINGTON NATIONAL INS CO	346.90
59899	WI PROFESSIONAL POLICE ASSN, INC	581.00
59900	XCEL ENERGY	314.29

SUB - TOTAL

357,971.02

SUB - TOTAL CARRIED FORWARD

357,971.02

**TOTAL VOUCHERS**

**357,971.02**

**ELECTRONIC FUND TRANSFERS**

PAYROLL (8/19 & 9/2)	232,806.57
DEFERRED COMP	13,665.00
ROTH - WI	375.00
FEDERAL W/H	132,917.82
STATE W/H	24,449.91
POSTAGE	-
LT DISABILITY PREMIUMS	1,466.21
MEDICAL PREMIUMS	87,656.46
RETIREMENT	50,514.05
VISA P-CARDS	27,419.35
HRA	7,056.00
WI-SCTF	2,706.84
FLEX SPENDING	7,866.16
GARNISHMENTS	354.78
EMPLOYEE FUND	344.00
FIREMEN DUES DEDUCTIONS	400.00
LGIP TRANSFER	-
AFLAC	1,439.94
DELIQ STATE TAX - REMITTANCES	77.97
LIBRARY - REST'D INVESTMENTS	2,500.00
IMPACT FEE TRANSFERS	5,001.00
SPORTS CENTER LEASE	-
MISC - REFUNDS THRU PSN	304.00
MISC - RESTITUTIONS	165.00
TID FEES	-
WPPI LOAN PMTS	1,828.40
DEBT PMTS/BREMER LOAN PMTS	1,008,303.78
<b>TOTAL ELECTRONIC FUNDS</b>	<b>1,609,618.24</b>

**GRAND TOTAL**

**1,967,589.26**

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CHAIRMAN OF FINANCE COMMITTEE

9/12/2016



156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO:** Mayor & City Council  
**FROM:** Tanya Batchelor, City Clerk  
**DATE:** October 6, 2016  
**RE:** Senior Center Lease

**Background:**

Please review the attached lease for the Senior Center.

**Recommendation:**

Staff recommends Council approval of this lease.

CITY OF NEW RICHMOND  
ST CROIX COUNTY, WISCONSIN

The City of New Richmond ("Landlord") and New Richmond Senior Center ("Tenant") do hereby enter into this Lease on this 10<sup>th</sup> day of October, 2016.

**PREMISES**

The area to be leased herein is located at 156 East First Street, New Richmond, St. Croix County, Wisconsin, and is legally described as follows:

Lower Conference Room 1 and kitchen facilities; approximately 1,650 square feet

**TERM**

This Lease commences September 1, 2016 and shall continue in force until September 1, 2017 or as otherwise terminated as provided in this agreement whereupon Tenant agrees to vacate the premises. **This Lease shall be reviewed annually.**

**RENT**

The rent shall be \$0.00 in lieu of an annual subsidy for the term of the Lease.

**BREACH OF LEASE**

If Tenant fails to keep any of the covenants, agreements and conditions of this Lease, Landlord shall have the right to terminate this Lease.

**INSURANCE**

The Tenant shall not commit or permit the commission of any hazardous acts on the premises, nor use or permit the use of the premises in a manner that will increase the existing rate for, or cause the cancellation of any liability, or any other insurance policy insuring the premises. The landlord shall maintain public liability insurance. The Tenant shall maintain insurance including Tenant's public liability.

**TERMINATION**

Tenant agrees and covenants that at the termination of this Lease, it will quietly and promptly yield and surrender the premises to the Landlord in as good condition of repair as was taken by it, only reasonable wear and tear expected.

**RECITALS**

- Senior Center will be open Monday through Friday from 8:00 a.m. to 2:00 p.m.
- On Department of Motor Vehicle days, the seniors will be located in another room of the Civic Center as space allows
- The City's financial commitment in future years beginning in 2017 will be \$0 annually
- On days of elections, the senior center will be closed
- If a community event is needed, or if the basement room is needed, a two week notice will be given for the space
- The City will be allowed to utilize this space after the hour of 2:00 p.m. Monday through Thursday and all day Friday





CITY OF NEW RICHMOND  
THE CITY BEAUTIFUL

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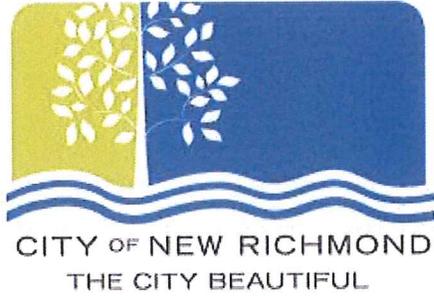
**TO:** Mayor & City Council  
**FROM:** Tanya Batchelor, City Clerk  
**DATE:** October 6, 2016  
**RE:** New Emergency Management Coordinator

**Background:**

Mayor Horne will be appointing Veronica Koehler to be the new Emergency Management Coordinator.

**Recommendation:**

Staff recommends Council approval of this appointment.



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## MEMORANDUM

**TO:** Mayor Horne & City Council

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** October 7, 2016

**SUBJECT:** Naming Rights for Parks and Recreational Facilities

---

### **BACKGROUND**

A Facility Naming Rights policy was originally developed in 2013 with the intent of establishing a criteria for consideration for naming parks and recreational facilities. The policy was passed in May 2013 by the Park Board, but action wasn't taken by the City Council. The Park Board recently reviewed the document as part of the discussion about naming the skate park, as well as the future John Doar Civil Rights History Trail project.

### **ACTION REQUESTED**

The Park Board recommends approval of the naming rights policy for parks and recreational facilities as presented.

## NEW RICHMOND PARKS AND RECREATION DEPARTMENT

### **POLICY: NAMING OF PARKS AND RECREATIONAL FACILITIES**

Proposal, May 2013

#### **CONTENTS**

Policy

1.0 Authorization

2.0 Purpose

3.0 Definitions

4.0 Naming Rights Categories

5.0 Procedures for Community Requests to Name or Rename a Park, Building, Major Feature or Amenity

#### **POLICY**

It is the policy of the New Richmond Parks and Recreation Department that the naming of new or renaming of existing parks and recreation facilities will be in the best interest of the City of New Richmond and its residents, and that the naming process complies with the guidelines and procedures set forth in this policy.

#### **1.0 AUTHORIZATION**

All requests for the proposed naming or renaming of parks, buildings, major features and amenities must go through the New Richmond Parks and Recreation Department and then to the Park Board.

The naming of parks, buildings, major features and amenities shall be the function of the New Richmond Park Board, with final approval coming from the New Richmond City Council for all with the exception of amenities. The Park Board will give final approval of amenities.

#### **2.0 PURPOSE**

These policies and procedures are intended to guide a) any individual or community group that is interested in having a park, building, major feature or amenity named for a significant person, event or place, b) any individual, group, or business that is interested in having their significant gift/donation (park, building, major feature, amenity) named, c) the Parks Department staff in making their presentation to the Park Board, d) the Park Board in determining their recommendation to the City Council, e) the City Council with their decisions during public meetings.

### 3.0 DEFINITIONS

3.1 “Parks and Recreational Facilities” will include the following:

- 3.1.1 **Parks.** All traditional designed parks, natural open spaces, historic sites, specialized parks (e.g. Dog Park), and trails under the department’s jurisdiction or management.
- 3.1.2 **Buildings.** Significant park and recreation structures that house parks and recreational activities. (e.g. shelters, concession stands, bathrooms, etc.).
- 3.1.3 **Major Features.** Major, permanent components of park and recreational facilities. (e.g. athletic fields, tennis courts, playgrounds, etc.).
- 3.1.4 **Amenities.** Smaller furnishings and facilities in the parks and recreation system (e.g. benches, tables, bleachers, etc.).

3.2 “**Sponsor**”. Individual, group or business that contributes cash or in-kind products to the Parks and Recreation Department with the expectation of something of value being returned. Typically this is public recognition and publicity or advertisement of the sponsor’s logo, service or message.

3.3 “**Donation**”. Individual, group or business that contributes cash or in-kind products to the Parks and Recreation Department with no expectation of returned compensation or benefit.

### 4.0 NAMING RIGHTS CATEGORIES

The policy of the New Richmond Parks and Recreation Department is to reserve the naming or renaming of parks, buildings, major features and amenities to those circumstances which tradition and practice have shown to best serve the interests of the City of New Richmond and insure a worthy and enduring legacy for the City’s parks and recreational system. Therefore, the department will consider naming rights in the following categories:

- A. **Outstanding or Historical Individuals.**
- B. **Historical Event or Place**
- C. **Major Gifts**

**4.1 GENERAL PRINCIPLES.** In considering any proposal to name or rename a park, building, major feature or amenity, the following questions should be considered individually or collectively.

- A. Will the name have historical, cultural and social significance for generations to come?
- B. Will the name engender a strong and positive image?
- C. Will the name memorialize or commemorate people, places or events that are of enduring importance to the community or nation?
- D. Will the name be identified with some major achievement or the advancement of the public good within the community or the nation?
- E. Will the name be particularly suitable for the park, building, major feature or amenity based on location or history of the area?
- F. Will the name have symbolic value?
- G. Will the naming request that accompanies a corporate gift result in the undue commercialization of the park, building, major feature or amenity?

**4.2 CRITERIA FOR CONSIDERATION OF NAMING RIGHTS**

To qualify for naming rights for a park, building, major feature or amenity, one or more of the following criteria should be met:

- A. Deeding to the City of New Richmond most, if not all of the land that the item to be named sits on.
- B. A monetary gift of 50% or more of the capital cost to construct the park, building, major feature or amenity.
- C. A long- term endowment to help with the repair and maintenance of the park, building, major feature or amenity.
- D. The provision of significant program costs for facilities that will serve parks and recreation program needs.

**4.3 RENAMING PARKS, BUILDINGS, MAJOR FEATURES OR AMENITIES.**

Proposals to rename parks, buildings, major features or amenities are not encouraged and should be entertained only after fully investigating and considering the potential impact of dropping the current name. Names that have become ingrained or widely accepted in the community should not be abandoned unless there are compelling reasons and strong public sentiment for doing so. Historical or commonly-used place names should be preserved wherever possible.

#### **4.4 NAMING OR RENAMING FOR OUTSTANDING OR HISTORICAL INDIVIDUALS.**

The following guidelines apply to naming or renaming requests that result from either a community process or major gift. The New Richmond Parks and Recreation Department will only consider naming rights for individuals who have either given extraordinary service to the New Richmond community, or who have given substantial donations in the form of money, land or other goods/services. This is typically not less than 50 percent of the value of the property or improvement

4.4.1 Naming of parks, buildings, major features or amenities is encouraged only for persons who are deceased. Typically, that person's historical significance and good reputation have been secured in the history of the New Richmond Community. Exceptions to this could be if a living person made a substantial monetary gift for the purpose of Parks and Recreation, with the stipulation that a name be considered with that gift. However, the City of New Richmond reserves the right to discontinue any names that turn out to be disreputable or subsequently harms the reputation of the New Richmond community.

4.4.2 Priority for naming parks, buildings, major features and amenities after deceased persons should be given in the following order to those who have significant and lasting contributions 1) to the New Richmond Parks and Recreation Department, 2) to the City of New Richmond; or 3) to the Nation.

4.4.3 Naming of parks, buildings, major features and amenities after people who perish in or survive a tragic event or war should be considered only well after the public shock generated by the tragic event or war has lessened.

#### **4.5 NAMING AND RENAMING FOR HISTORIC EVENTS, PLACES AND PERSONS.**

When a park, building, major feature or amenity is located near or otherwise associated with events, places, and people of historic, cultural, or social significance, it is appropriate to consider naming such park, building major feature or amenity after such events, places and people. Documentation needs be provided to prove the correlation between these factors.

#### **4.6 NAMING AND RENAMING FOR MAJOR GIFTS.**

Naming or renaming of parks, buildings, major structures or amenities will be considered where the amount of the monetary gift is greater than 50% of the cost to build, renovate or maintain these parks, buildings, major structures or amenities. Terms and conditions of the length of time for these rights will be considered and agreed upon on a case by case basis. The City of New Richmond reserves the right to discontinue any name if the individual, corporation, association or other legal entity for which the name is given turns out to be disreputable or subsequently harms the reputation of the New Richmond community.

In considering a gift, the City of New Richmond will make the following determinations:

- A. Is the gift appropriate to the mission and needs of the city.
- B. Is the gift unrestricted or, if restricted given in broad or flexible terms to maximize usefulness.
- C. Is the gift irrevocable.
- D. Does the gift impose undue financial burden on the city due to ongoing operational or maintenance costs associated with the gift.
- E. Do the terms of the gift allow the city to apply the gift to related purposes if the intended purpose has already been fully funded or is no longer practical or necessary.

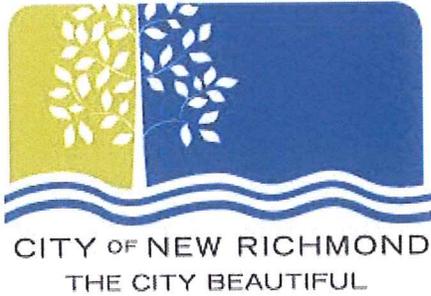
#### **4.7 OTHER CONSIDERATIONS**

- 4.7.1 Care should be taken in giving a name to a trail, building, major feature or amenity that is different than the name of the park, so that confusion is not caused for the public.
- 4.7.2 Facilities that are held by the City of New Richmond through a short-term lease or agreement should not be named.
- 4.7.3 All signs on any city owned land must meet the city's graphic and signage standards.

## **5.0 PROCEDURES FOR COMMUNITY REQUESTS TO NAME OR RENAME A PARK, BUILDING, MAJOR FEATURE OR AMENITY**

### **5.1 NAMING PROCESS – NEW & RENAMING**

- A. Working in conjunction with the New Richmond Parks and Recreation Department, individuals, groups or organizations interested in proposing a name for a new or existing un-named park, building, major feature or amenity must do so in writing, and adhere to the general principles outlined in section 4.1. The proposal shall be presented to the Parks and Recreation Director, and then to the New Richmond Park Board for consideration.
  - B. A written description of qualifications for the name being considered must be submitted at this time. This should include the location of the park, building, major feature or amenity, and an explanation for the justification of the naming or renaming.
  - C. The Park Board will seek input on a name request at their regular monthly meeting and will allow 30 days following their meeting for public input. A notice will be published in local media.
  - D. The Park Board will act on each request made in regards to parks, buildings or major features, and if approved, will forward to the City Council for final approval following the 30 days for public comment. Request for amenities will only require Park Board approval.
  - E. Only approvals of a proposed name or name change will be forwarded to the City Council.
- 
- Information for this proposal derived from:
    1. City of Denver Colorado Parks and Rec. Dept.
    2. City of Whitewater Wisconsin Parks and Rec. Dept.
    3. City of Marshfield Wisconsin Parks and Rec. Dept.
    4. Town of Wellesly, Massachusetts
    5. Buncombe County North Carolina Parks and Programming Division
    6. GreenPlay, LLC.



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## MEMORANDUM

**TO:** Mayor Horne & City Council  
**FROM:** Noah Wiedenfeld, Management Analyst  
**DATE:** October 7, 2016  
**SUBJECT:** Skate Park Name

---

### **BACKGROUND**

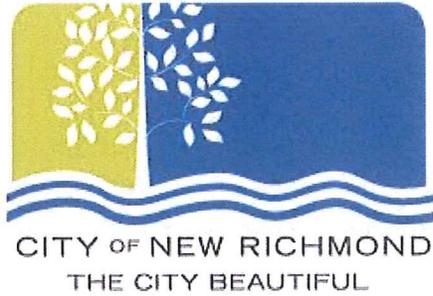
Irv and Mary Sather had a significant role in making the skateboard and BMX park a reality. Without their support, it's likely that the project would not have been completed. Irv and Mary made the first donation to the project (\$40,000) to spur action and motivate others to support the project, and then increased their total donation to \$50,000 earlier this year.

### **PROPOSAL**

To recognize the Sathers for their generosity, it has been suggested that the skate park be named "Irv & Mary Sather Skylark Skate Park." The name would be displayed on permanent signage at the skate park. The skylark is widely recognized in literature as a symbol of freedom, inspiration, hope, and joy, and is also symbolic of the various aerial tricks performed by skateboarders and BMX riders.

### **RECOMMENDATION**

The Park Board recommends naming the skate park "Irv & Mary Sather Skylark Skate Park."



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www.newrichmondwi.gov

## MEMORANDUM

**TO:** Mayor Horne & City Council

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** October 7, 2016

**SUBJECT:** Nature Center Canoe/Kayak Access

---

### **BACKGROUND**

Funding is available through the St. Croix County Resource Management Division, the Wisconsin Department of Natural Resources, and the St. Croix County Sportsman's Alliance for a project that would create a safe public access point on the Willow River at the Nature Center. The access point would serve canoes and kayaks, and increase fishing opportunities. The project will also reduce river bank slumping and stabilize soil. The project was discussed and supported by the Park Board at its September meeting. The exact location and design would be finalized over the next few months, with the project being completed in 2017.



### **Next Steps**

As part of the application for funding, a basic Memorandum of Understanding (MOU) is required to demonstrate that the City Council is supportive of the project and that it will comply with all rules and conditions related to the grant funds.

### **Recommendation**

The Park Board and City staff recommend approval of the MOU.

**Memorandum of Understanding**  
**Between the City of New Richmond and St. Croix County Resource Management Division**  
**October 10, 2016**

This Memorandum of Understanding (MOU) states the terms and agreements between the City of New Richmond and the St. Croix County Resource Management Division as it relates to a project to create a public access point at the Nature Center for canoes and kayaks.

**Background**

Recently, there has been increased interest from many stakeholders to increase low-impact recreational opportunities on the Willow River, such as fishing, canoeing, and kayaking. This fall, the Wisconsin Conservation Corps (WisCorps) will clear impingements on the river caused by downed trees, timber jams, and large debris through funding from the Upper Willow River Rehabilitation District. The Doughboy Trail and the fishing pier at Mary Park are also very popular features of the City of New Richmond Park System. Nationwide, recreational kayak sales have seen double-digit annual growth.

**Purpose**

Staff from the City of New Richmond and the St. Croix County Resource Management Division, along with the City of New Richmond Park Board, discussed the project in the early fall of 2016. Based on the support for the project demonstrated through these conversations, this MOU was developed to begin to formalize some of the agreed upon responsibilities and expectations for the project.

**Timeline**

More details regarding the approximate location, design, and budget for the project will be finalized over the winter months, with a goal of completing the construction of the project in May of 2017.

**Funding**

Funding for the project will be provided from the Wisconsin Department of Natural Resources County Conservation Aids Program (\$1,988), the St. Croix County Resource Management Division (\$1,988), and the St. Croix County Sportsman's Alliance (\$500). The City of New Richmond will assist with in-kind labor and machinery, with additional financial contributions requiring the approval of the Park Board.

**Maintenance and Improvements**

Following completion of the project, the public access point shall be maintained by the City of New Richmond as part of its Parks & Trails System, as are the other park amenities (trail, grill, shelter, parking lot, etc.) at the Nature Center.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of New Richmond and St. Croix County. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end on December 31, 2017.

This Memorandum of Understanding is hereby adopted on this 10th day of October, 2016.

\_\_\_\_\_  
Fred Horne, Mayor  
City of New Richmond

\_\_\_\_\_  
St. Croix County

ATTEST:

\_\_\_\_\_  
Tanya Batchelor, City Clerk  
City of New Richmond



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**TO:** Mayor & City Council  
**FROM:** Tanya Batchelor, City Clerk  
**DATE:** October 6, 2016  
**RE:** Croft Apartment Development Agreement

**Background:**

The City Attorney has prepared the Development Agreement for Council consideration and approval. If approved, the DA will be sent to the Croft Development Team for their Approval.

**Recommendation:**

Staff recommends Council approval of the agreement.

**CITY OF NEW RICHMOND  
ST. CROIX COUNTY, WISCONSIN**

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of October by and between the **CITY OF NEW RICHMOND**, a municipal corporation organized under the laws of the State of Wisconsin (“City”) and **CROFT PLACE APARTMENTS LP**, an Illinois corporation (“Developer”).

**RECITALS**

**WHEREAS**, Developer is the owner of certain land located within the corporate limits of the City legally described on the attached **Exhibit A** and more commonly known as Croft Apartments (“Property”);

**WHEREAS**, in 2013, Developer made application with the City for the rezoning of the Property such that the Croft Apartments, a 52-unit multi-family apartment complex could be sited on the Property;

**WHEREAS**, the City approved the rezoning based upon the facts presented by the Developer as associated with the 2013 application;

**WHEREAS**, Developer has constructed the Croft Apartments complex and was issued a Temporary / Preliminary Certificate of Occupancy by the City subject to the completion of certain performance obligations;

**WHEREAS**, since the issuance of the Temporary / Preliminary Certificate of Occupancy, both the City and the State of Wisconsin have inspected Croft Apartments and have noted deficiencies which must be remedied prior to the issuance of a final Certificate of Occupancy.

**WHEREAS**, Developer has now requested a final Certificate of Occupancy;

**WHEREAS**, the City is willing to grant the final Certificate of Occupancy subject to the terms and obligations of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the meanings given.

“Agreement” means this Development Agreement by and between the City and Developer, as the same may from time to time be mutually modified, amended, or supplemented in writing.

“City” means the City of New Richmond and any agencies thereof.

“City Council” or “Council” means the New Richmond Common Council.

“Construction Plans” means all plans and construction documents required to complete the improvements required by this Agreement.

“County” means St. Croix County, Wisconsin.

“Improvements” shall have the meaning as provided in Section 2.1.

“Party” means the City of New Richmond or the Developer individually; “Parties” means City of New Richmond and the Developer collectively.

“Property” means the real property described on the attached **Exhibit A**.

“Project” means the development and construction on the Property by Developer of the Improvements pursuant to the terms of this Agreement.

“State” means the State of Wisconsin.

## **ARTICLE II PERFORMANCE OBLIGATIONS**

Section 2.1. Improvements. On or prior to January 1, 2017, Developer shall complete all items identified on the Investigation Progress Report issued by the State of Wisconsin Division of Industry Services on August 22, 2016. Further, on or prior to January 1, 2017, Developer shall construct a new secure main entryway, including a secured front door, with functioning alarm system. Access and entry to all common areas and rooms shall be evaluated and alarms shall be installed on all doors providing access to the exterior of the apartment complex. All work will be reviewed and approved by the City upon the completion of construction.

Section 2.2. Landscaping Plan and Guaranty. Developer shall strictly comply with the terms of City of New Richmond letter dated August 9, 2016 as issued by City Building Inspector / Zoning Administrator, Sarah Skinner requiring a two year guaranty on all landscaping installations.

Section 2.3. Resident Eligibility and Screening. Not less than annually on or before the first of each year, Developer shall submit to the City the eligibility criteria for residents of Croft Apartments and a copy of its then-current screening process for applicants.

Section 2.4. Rents. Not less than annually on or before the first of each year, Developer shall submit to the City a copy of the rent schedule for Croft Apartments.

Section 2.5. Annual Review. This Agreement shall be subject to an annual review between the City and Developer. As requested by the City, Developer shall meet with the City to review compliance with the terms of this Agreement. Non-compliance with the terms of this Agreement will require the Developer to meet with the City Council to review violations of the terms of the Agreement.

Section 2.6. Cooperation with Law Enforcement. As requested, Developer shall meet and cooperate with the City of New Richmond Police Department to address any concerns the City may have related to the operation of the Croft Apartments.

Section 2.7. Weed Control / Property Maintenance. The exterior of Croft Apartments shall be maintained in a clean and sightly manner, consistent with the City's property maintenance ordinances. Developer shall submit to the City either a plan for exterior maintenance or a Maintenance Agreement with a contractor engaged to maintain the exterior of Croft Apartments.

### **ARTICLE III ZONING, USE, AND PERMITS**

Section 3.1. Zoning. The parties agree and acknowledge the Property is properly zoned and classified for Developer's desired use.

Section 3.2. Use. Developer must use the Property in accordance with this Agreement. Developer shall comply with all applicable federal, state, and local laws and regulations relative to Developer's use of hazardous materials.

Section 3.3. Permits. Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional and local jurisdictions prior to the commencement of construction of the Improvements or any future improvements.

Section 3.4. Compliance with Code. Developer shall construct and install all Improvements and provide all Construction Plans and any other documents in accordance with the provisions of this Agreement and the City's Code of Ordinances.

### **ARTICLE IV CONSTRUCTION OF IMPROVEMENTS**

Section 4.1. Construction of Improvements. Developer shall, at Developer's expense, perform or cause to be performed, the development of the Property and construction of the Improvements in accordance with this Agreement.

Section 4.2. Modification of Construction Plans. Prior to completion of the Improvements as certified by the City, if Developer desires to make any substantial change in the Construction Plans which are on file with the City and which significantly affects the Project, Developer shall submit the proposed change to the City for approval. If the Construction Plans, as modified, conform to the requirements of this Agreement and meet all applicable ordinances, the City shall

approve the proposed change and notify Developer in writing of its approval. If the City disapproves the modification of the Construction Plans, the City shall notify Developer within 10 days of submission and Developer may submit revised, modified Construction Plans within a reasonable time from the date of rejection. This process shall repeat until modified Construction Plans are approved by the City.

**ARTICLE V  
SECURITY FOR DEVELOPER IMPROVEMENTS**

Section 5.1. Security for Developer Improvements. To guarantee compliance with the terms of this Agreement, payment of the costs and construction of all Improvements, Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a lender acceptable to the City in the amount of \$150,000.00. The amount of the security is calculated as 125% of the estimated cost of the Improvements.

The bank and form of the letter of credit or other security shall be subject to the approval of the City. The letter of credit shall be automatically renewable until the City releases Developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of Developer have not been completed as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default under the terms of this Agreement. If the Developer does not cure the default within two weeks of receiving notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements.

The final Certificate of Occupancy shall be issued by the City upon the delivery of the irrevocable letter of credit.

**ARTICLE VI  
RESERVED**

**ARTICLE VII  
EVENTS OF DEFAULT**

Section 7.1. Events of Default. The following shall be "Events of Default" under this Agreement and the term "Events of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by Developer or the City to comply with or meet any one of the provisions of this Agreement.
- (b) Failure by Developer or the City to substantially observe or perform any material covenant, condition, obligation, or Agreement on its part to be observed or performed under this Agreement.

- (c) Failure by Developer to pay any monetary obligation required by this Agreement.

Section 7.2. Remedies on Default.

- (a) Upon the occurrence of an Event of Default for any reason, the non-defaulting Party shall give written notice of the default to the defaulting Party. If the Event of Default is not cured or waived, or the period for cure extended, within thirty (30) days of said notice, then the Parties shall have all rights available at law including the filing of a lawsuit to compel performance by, or to obtain a money judgment against, the defaulting Party. The prevailing Party to such an action shall be entitled to an award of its costs, expenses and reasonable attorney's fees.
- (b) If the Event of Default is the failure to pay or reimburse expenses or monies due under the terms of this Agreement, then the amount claimed shall bear interest at a rate of 12% per annum, until paid in full (unless later agreed or adjudicated not to have been due and owing) from the date of the period to cure expires.
- (c) If the Developer fails to commence Improvements as required by this Agreement, complete construction of the Improvements, or comply with any covenant under this Agreement and fails to cure any such noncompliance, the City shall have the right to pursue any remedy available at law.

Section 7.3. No Remedy Exclusive. No remedy in this Agreement conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement is breached by any Party and thereafter waived in writing by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## **ARTICLE VIII REPRESENTATIONS AND WARRANTIES**

Section 8.1. Representations and Warranties by Developer. Developer represents and warrants:

- (a) Developer has full power and authority to enter this Agreement and perform Developer's obligations under this Agreement.

- (b) Developer will use its best efforts to construct the Improvements and all additional improvements which are a part of the Project in accordance with all local, state, and federal laws and regulations.
- (c) Developer will use its best efforts to obtain, in a timely manner, all required permits, licenses, and approvals, and to meet in a timely manner all requirements of any applicable local, state, and federal laws and regulations, which must be obtained or met before the Improvements and any additional improvements may be lawfully constructed. Where this Agreement contains strict time deadlines with respect to any obligations, such strict time deadlines shall apply, and time shall be of the essence.
- (d) Developer has no present notice or knowledge that the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement or any evidence of indebtedness, contract, or instrument of whatever nature to which Developer is now a party or by which Developer is bound, such that any conflicts or breaches would materially impair the Project.

#### **ARTICLE IX PAYMENT OF FEES AND COSTS**

Section 9.1. Generally. Except as otherwise specified in this Agreement, Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property including, but not limited to, planning, engineering and inspection expenses, and legal fees incurred in connection with the preparation of this Agreement any amendments hereto, development of the Property, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Property. Unless required to be paid as a condition of the approval of this Agreement, all such amounts shall be paid within thirty (30) days after being billed.

Section 9.2. Review, Professional, and Inspection Fees and Costs. Developer agrees to pay the fees and costs equal to the actual technical, planning, and administrative review and process costs of the City and its consultants, associated with performing necessary reviews and approval services relating to this Agreement.

- (a) Legal Fees. Developer agrees to pay all of the City's legal fees and costs incurred in relation to the development of the Property, whether performed by the City Attorney or his designee, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, the negotiation and drafting of this Agreement, all legal research, the drafting of any related documents, including ordinances, as well as any time incurred in the various and miscellaneous involvements which have been or are required during the development processes.
- (b) Planning. Developer agrees to pay all of the City's planning fees and costs incurred in relation to the approval of this Project, whether provided by staff, technicians,

designated employees, or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of the Project.

- (c) Inspection Fees and Costs. Developer agrees to reimburse the City for the costs of inspection and related services provided by the City or by a consultant on the basis of all such services rendered. The inspector of the improvements on behalf of the City shall be chosen by the City.

## **ARTICLE X GUARANTEE AND INDEMNIFICATION**

Section 10.1. Indemnification. Developer shall indemnify and hold the City harmless against and from any and all liabilities, costs, and expenses incurred by the City which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, successors, assigns, contractors or employees in connection the construction of the public improvements to be dedicated to the City pursuant to this Agreement. Further, Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Property, except for any costs or expenses arising from the negligence or other wrongful acts or omissions of the City, it's agents, employees or contractors. Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

## **ARTICLE XI MISCELLANEOUS**

Section 11.1. Clean-up and Property Maintenance. Developer shall be responsible for cleaning up any debris resulting from construction of Improvements by Developer, its contractors, and subcontractors. Developer, through its employees, contractors or agents, agrees to maintain and keep the Property, landscaping, parking lots and other site improvements in a safe, well-kept manner. Developer shall exercise reasonable care to prevent trash, garbage, litter, or other refuse from accumulating on the Property.

Section 11.2. Compliance with Code of Ordinances. This Agreement and all work and improvements required by this Agreement shall be performed and carried out in strict compliance with and subject to the provision of the City's Code of Ordinances.

Section 11.3. Recording. This Agreement shall be recorded against the Property in the land records for St. Croix County, Wisconsin.

Section 11.4. Reserved.

Section 11.5. Conflicts of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is

directly or indirectly interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Development Project only if a full disclosure is made to the City Council, and the business relation does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement.

Section 11.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered when mailed by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the addresses below, or at such other addresses with respect to either such party as that party may, from time to time, designate in writing.

If to Developer:                    Croft Place Apartments LP  
500 E. 96<sup>th</sup> Street, Suite 300  
Indianapolis, IN 46240

If to City:                            City of New Richmond  
c/o City Clerk  
156 East First Street  
New Richmond, WI 54017

With copy to:                    Nicholas J. Vivian  
Eckberg Lammers, P.C.  
430 Second Street  
Hudson, WI 54016

Section 11.7. Entire Agreement. The entire agreement of the parties has been set forth in this Agreement and there are no representations, warranties or agreements between the parties except as set forth in this Agreement. Developer agrees that the City, its agents and employees, shall not be liable for any representations, warranties or agreements not contained in this Agreement and that if any such representations, warranties or agreements have been made, they are wholly unauthorized and not binding upon the City. Developer expressly waives any claims for damages or for rescission because of any representations, warranties or agreements made by the City, its agents or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.

Section 11.8. Modifications in Writing. Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the Party against whom such enforcement of the change, waiver, discharge or termination is sought.

Section 11.9. Binding Effect and Assignment. This Agreement shall continue to bind and inure to the benefit of the Parties and their respective representatives, heirs, successors and assigns.

Section 11.10. Severability of Provisions. It is intended each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

Section 11.11. Governing Law. This Agreement and its construction, interpretations, and enforcement and the rights of the Parties shall be determined under, governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to principles of conflict of law. Each of the Parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

Section 11.12. Waiver of Jury Trial. The Parties jointly and severally **WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY** with regard to any actions, claims, disputes or proceedings arising out of or in connection with this Agreement. Each of the parties represents that **THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN**.

Section 11.13. Additional Representations. Each Party acknowledges and agrees they (i) have been given a full and fair opportunity to discuss and negotiate the terms of this Agreement, (ii) understand and fully agree with the provisions of this Agreement, (iii) have carefully read this Agreement; (iv) a copy of this Agreement was available to them prior to the execution thereof; (v) have been given adequate time in which to execute the Agreement; (vi) know and understand the provisions of this Agreement; *and* (vi) have signed this Agreement knowingly and voluntarily.

Section 11.14. Legal Advice. Each of the Parties acknowledges and agrees Eckberg Lammers, P.C. and Nicholas J. Vivian, are lawyers of the City and neither Eckberg Lammers, P.C. nor Nicholas J. Vivian have rendered any legal advice to Developer with respect to this Agreement.

Section 11.15. Ambiguities. Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of **construction** to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

Section 11.16. Further Acts. Each Party to this Agreement agrees to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.

Section 11.17. Headings. The headings in this Agreement are included for convenience and reference only and should not be construed a part of this Agreement for any other purpose.

Section 11.18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and facsimile signatures shall be treated as originals; however, in no event shall the Agreement be deemed fully executed without the signatures of all Parties.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date first written above.

**CITY:**

**CITY OF NEW RICHMOND**

\_\_\_\_\_  
By: Frederick Horne  
Its: Mayor

\_\_\_\_\_  
By: Tanya Batchelor  
Its: Clerk

STATE OF WISCONSIN    )  
  ) ss.  
ST. CROIX COUNTY        )

Personally came before me this \_\_\_\_\_ day of October, 2016, the above named Frederick Horne, Mayor, and Tanya Reigel, City Clerk, to me know to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the City.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**DEVELOPER:**

**HERMAN & KITTLE PROPERTIES, INC.,**  
an Illinois corporation.

\_\_\_\_\_  
By:  
Its:

STATE OF                    )  
                                  ) ss.  
                  COUNTY    )

Personally came before me this \_\_\_\_\_ day of October, 2016, the above named \_\_\_\_\_, \_\_\_\_\_ of Herman & Kittle Properties, Inc. to me know to be the person who executed the foregoing instrument and acknowledge the same on behalf of the Company.

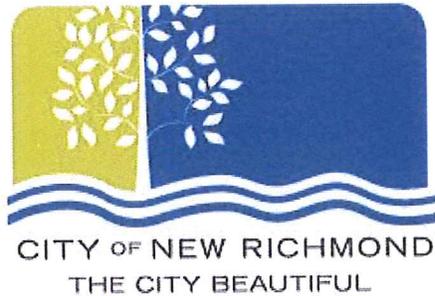
\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

SEC 11 T30N R18W PT SW NW RICHMOND HEIGHTS 3RD ADD'N BLOCK 2 LOTS 58-  
62 NKA LOT 1 CSM 26-6039

PARCEL NO. 261-1093-01-000



156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

## MEMORANDUM

**TO:** Mayor Horne & City Council  
**FROM:** Craig Yehlik, Chief of Police  
**DATE:** October 3, 2016  
**SUBJECT:** Gift Card – pay it forward

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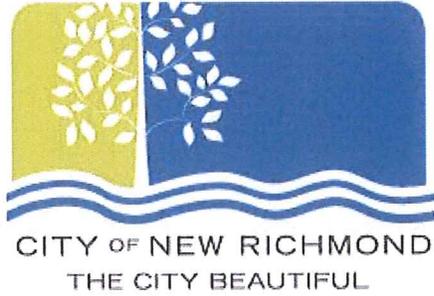
Over the last couple months the New Richmond Police Department has seen absolutely tremendous support from this community. People have been dropping off cards and well wishes. There has also been food delivered to the police department from anonymous donors etc. Recently we have also received a large number of gift cards ( 53 for a total of \$265 ) from churches and anonymous donors that indicate they are for our officers. While the well wishes and cards do not cause an issue and are very much appreciated, we as an agency cannot accept cash or gratuitous offers for services that we are happy to provide to the City and its residents.

I have been talking with our staff and they have recommended that we provide the officers/staff with the Gift cards and let them give them out in a “pay it forward” manner. We could perhaps stand in front of Family Fresh, McDonalds or Elements Café and talk with their patrons and gain a better understanding of what the Citizens of New Richmond are looking for from the police department and then give them a \$5 gift card for that business. Currently we have multiple gift cards for Family fresh(18), Culvers (4), Dairy Queen (3), Caribou (2), Elements Café (2), McDonalds (4), Super America (3) and Kwik Trip (17). They are all in the denomination of \$5.00.

I have talked with the subjects (except the anonymous ones) that have made the donations. They have been very understanding in why we cannot personally accept them for the officers personal use but have been gracious in letting them use the certificates how we see fit.

I think this is a win win in that we are out making positive contacts with the public and we are also gleaning information on what the public is looking for from our officers and our police department as a whole.

It is the recommendation of staff that the above donations be accepted by the City and allowed to be distributed in a pay it forward campaign.



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[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO: Mayor and City Council**

**FROM: Jeremiah Wendt, Public Works Director**

**DATE: October 7, 2016**

**RE: Farm Lease Amendment**

**Background**

The City of New Richmond currently leases 73.1 acres of land und the Business and Technical Park to local farmer Roger Neumann for soybeans at a cost of \$200 per acre. With the recent sale of the ESR property, and subsequent construction, the farm lease should be amended to remove the ESR parcel.

**Recommendation**

City staff recommend amending the farm lease with Roger Neumann as shown in the attachments.

**THIRD AMENDMENT TO FARM LEASE**

THIS THIRD AMENDMENT TO FARM LEASE (Amendment”) is made and entered into effective as of the date of execution by the last party to sign (the “Effective Date”) by and between the City of New Richmond, (“Landlord”) and Roger Neumann (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

- A. Landlord and Tenant entered into a FARM LEASE dated April 14, 2014 (the “Lease, First Amendment to Farm Lease, and Second Amendment to Farm Lease”) with respect to Leased Real Estate located in the City of New Richmond’s Business and Technical Park, being approximately 73.1 acres as shown on attached map.
- B. The Lease authorizes the Tenant to use the Leased Premises for cropland.
- C. Owner and Tenant desire to enter into this Amendment in order to modify and amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant covenant and agree as follows:

**PREMISES.** The real estate leased is hereby modified to the following:

Located in the City of New Richmond’s Business and Technical Park, being approximately 71.3 acres as shown on attached map.

(“Premises”) 71.3 acres @ \$200.00 per acre = \$14,260.00

**RENT.** The rent shall be 71.3 acres @ \$200.00 per acre for land used.

**LANDLORD**

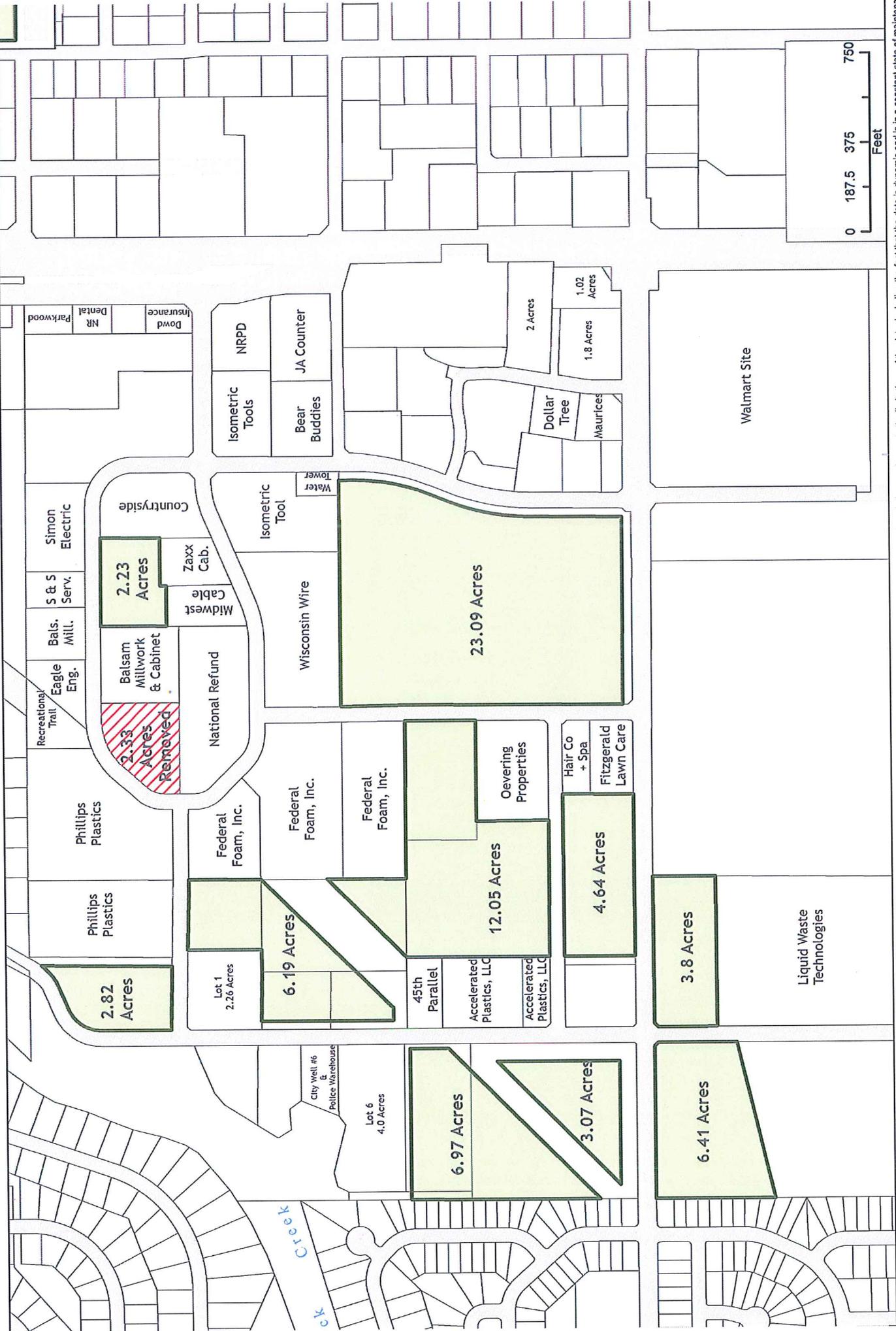
**TENANT**

\_\_\_\_\_  
By: Frederick Horne  
Mayor

\_\_\_\_\_  
By: Roger Neumann

\_\_\_\_\_  
And by: Tanya Reigel  
City Clerk

# New Richmond Business & Technical Park



makes no warranties, express or implied, as to the use of the data and is not responsible for any inaccuracies contained herein. This drawing is to be used for reference purposes only. The user acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and is in a constant state of maintenance



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**TO: Mayor and City Council**

**FROM: Jeremiah Wendt, Public Works Director**

**DATE: October 7, 2016**

**RE: 2017 Street/Utility Improvement Design Contract**

### **Background**

The City Council has indicated a desire to reconstruct N 4<sup>th</sup> Street, possibly in 2017, and staff has begun some of the pre-design work for the project, such as investigating potential funding sources. Last year, the City applied for funding through Wisconsin's Surface Transportation Program, but was unsuccessful. This year, the City applied for funding for the bike/ped elements of the project through Wisconsin's Transportation Alternatives Program, but just found out that that application was unsuccessful as well.

With no additional grant opportunities that are a good fit on the horizon, staff is recommending that the City move forward with the project without outside funding. One of the first steps in this process is to develop a design contract with the City's engineering consultant.

Through a competitive proposal process in 2015, SEH was selected as the designer for these improvements. As such, staff have requested a proposed design contract from SEH for the design of the North 4<sup>th</sup> Street project. SEH has proposed the attached design contract, with a not-to-exceed amount of \$118,091. This includes assistance through the public involvement process, design, preparation of contract documents, and bidding. A separate contract would be requested after the design is completed that would cover construction services.

### **Recommendation**

Staff recommends approval of the contract with SEH for design of the North Fourth Street Improvements.

### **Follow-Up**

Staff has additionally requested a proposal for design of the trail segment from the north end of the Doughboy Trail to Hatfield Court because that project, which was identified as the City's top bike/pedestrian priority in the 2016 Bike and Pedestrian Master Plan, will have significant bearing on the design of the eastern portion of North 4<sup>th</sup> Street. Furthermore, staff have

identified several smaller projects that could be designed and bid as part of a 2017 Street and Utility project package, and have requested design costs from SEH on those as well, should the council want to include them in the slate of projects to complete next year. These projects, along with possible funding sources, will be presented to the Council at the October work session for consideration.

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services (Master Agreement) between City of New Richmond ("Client"), and Short Elliott Hendrickson Inc. (Consultant), effective November 1, 2000, this Supplemental Letter Agreement dated October 5, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Design Services for N 4<sup>th</sup> Street Improvements**

**Client's Authorized Representative:** Jeremiah Wendt, Director of Public Works  
**Address:** 156 East First Street  
New Richmond, WI 54017  
**Telephone:** 715.246.4268      **e-mail:** jwendt@newrichmondwi.gov

**Project Manager:** David F. Simons, P.E.  
**Address:** 156 High Street, Suite 300  
New Richmond, WI 54017  
**Telephone:** 715.861.4870      **e-mail:** dsimons@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein is provided subject to the Master Agreement and any Exhibits attached to this Agreement.

General design tasks include project management, utility locates, topographic survey, soil boring coordination, final design, project specifications, quantities, cost estimates, bidding documents, bid advertising and opening, project meetings as listed, permit applications as listed, and preparation of construction plans. Specific scope of work and assumptions are listed below.

### **Base Scope of Work - Design Services**

- 1. North 4<sup>th</sup> Street from Sharon Avenue to Knowles Avenue.** The existing conditions consist of the following: The street is approximately 32' wide face to face, and is approximately 3,900' long. Parking is allowed on the north side from Nevada Avenue to N. Pierce Avenue. Curb and gutter exists from Wall Street to Knowles Avenue. Sidewalks exist on both sides of the street from Dakota Avenue to Knowles Avenue. The right-of-way width east of Wall Street is 66', and the right-of-way width west of Wall Street varies from 73' to 85'. North 4<sup>th</sup> Street is classified by the City as a collector, which if newly constructed today would typically require an 80' wide right-of-way.

Utilities were last installed in about 1970. Water main exists along the entire corridor, and sanitary sewer exists along most of the corridor. Storm sewer exists along most of the route, except for a 400' segment west of Washington Avenue and except for the segment between Knowles Avenue and Dakota Avenue. There have been water main breaks on N 4<sup>th</sup> Street in the past as a result of the water main reportedly being shallow in some areas. The sanitary sewer is vitrified clay pipe, and it is presumed that the water main is cast iron.

The proposed project includes the replacement of the existing street at a width to be determined based on the design selected. Up to 4 road width options will be explored during the public meetings, incorporating some combination of the following features: a parking lane, bike lanes, sidewalks and a trail. Example options to be considered include:

- Option 1 – On-Road Bike Lanes and Sidewalk Adjacent to the Curb

- Option 2 – On-Road Bike Lanes and a Boulevard Between Curb and Sidewalk
- Option 3 – Combined Off-Road Bike and Pedestrian Trail
- Option 4 – Sidewalks on Both Sides

Utilities in the street and utility services to the right-of-way line will be replaced in approximately their current locations. It is assumed that the City will be removing and replacing the existing street lighting. In addition, the City will be installing new streetscape trees in areas where existing trees will be removed.

Due to the existing highly developed conditions it would be difficult to obtain additional right-of-way. Therefore, it is assumed that all work on this project will occur within the existing right-of-way and that no additional right-of-way or easements will be required.

Because the roadway project is defined as a City maintenance project and not a new development, it is assumed that the project will be exempt from City storm water requirements. It is also assumed that the project will be exempt from the DNR peak discharge rate control and infiltration requirements, because the DNR will classify the project as redevelopment.

Permit applications will be submitted for the DNR NOI permit, and the DNR sewer and water permits. It is assumed that no wetlands will be encountered and no wetland permits will be needed. Meetings included in the base scope of work include a kick off meeting with the City, a series of up to 3 public informational meetings (1 on site, 2 at City Hall) and up to 5 meetings with the City throughout the design period, up to and including the bid opening.

It is assumed that there will be stamped colored concrete cross walks and curb bump outs at 2 locations along the project. At this time, it is anticipated that these crossing will be at Pierce Avenue and at Washington Avenue. Existing signage along the route will be replaced, and a striping plan will be developed. A City entrance monument will not be designed or included in the project at this time, but a location for a future monument will be identified, and the monument could be designed/installed at a later time, if desired by the City.

#### **Further Assumptions:**

- Assumes project is designed and constructed concurrently with other 2017 Streets projects, and completed and closed out in the 2017 calendar year.
- Does not include construction engineering services (separate proposal to be submitted at a later time)
- Does not include permit fees (City to pay permit fees directly)
- Does not include cost of soil borings (City to pay soils firm directly)
- Advertising costs not included (City to pay directly)
- No boundary surveys included
- No easements, right-of-way plats or acquisition
- Local utility companies will design and construct modifications to their facilities
- Fire flows to be performed by City staff and provided to SEH for design purposes
- Assessment services, if needed, are not part of scope
- No wetlands will be encountered, and no wetland delineations or permitting is included

**Schedule:** Work will begin immediately upon receipt of a signed contract. Final schedule to be developed jointly with the City. It is assumed that all engineering and construction work will be completed by the end of 2017.

**Fees:** The total design fee for the specific Base Scope of Work listed herein is estimated to be **\$118,091**, including expenses and equipment. This total amount will be considered a not-to-exceed fee for the specific base scope of work listed herein.

The payment method, basis, frequency and other special conditions are set forth in the Master Agreement. Work will be billed hourly in accordance with Exhibit A-1 of the Master Agreement. Additional items requested by the City which are outside the base scope of work as specifically listed herein shall be invoiced on a time and materials basis, plus expenses, over and above the base price as listed above.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

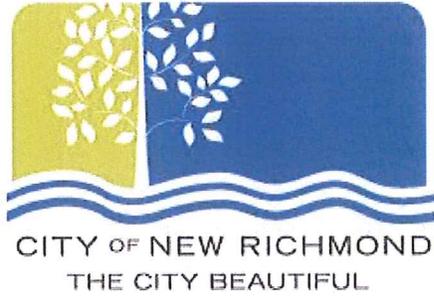
**Short Elliott Hendrickson Inc.**

**City of New Richmond**

By: David F. Simons  
David F. Simons, PE  
Title: Office Manager | Principal

By: \_\_\_\_\_  
Title: \_\_\_\_\_

p:\ko\newri\common\000-2017 streets\0-proposal for n 4th only\nr suppl ltr agree, n 4th st design, 100516.docx



156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO: Mayor and City Council**

**FROM: Jeremiah Wendt, Public Works Director**

**DATE: October 7, 2016**

**RE: WWTP Facility Funding Agreement**

**Background**

The City of New Richmond is a member of the STH 64 Corridor Stormwater and Wastewater Coalition, a group that was formed to oversee the use of \$800,000 in mitigation funding for stormwater and wastewater impacts of development and population growth due to the St. Croix River Crossing Projects. One of the purposes of the funding is to study sanitary wastewater treatment facility needs or upgrade/expansion alternatives that accommodate projected population growth while protecting human health and water resources.

The Coalition has approved the funding of a WWTP Facility Plan for the City of New Richmond – a funding allocation of \$49,500 that will allow for the study of the City’s wastewater needs projected for the next 20 years. These funds are provided without the need for matching dollars from the City – staff involvement in the Facility Plan process will serve as the local share.

**Recommendation**

Staff recommends approval of the funding agreement with St. Croix County and WI DNR for the WWTP Facility Plan funds.

Agreement No.: HCC017  
FC: 58320  
Amount: \$49,500.00

Study of Sanitary Wastewater Treatment Facility Needs Agreement of the  
St. Croix River Crossing Project  
MOU For the Implementation of Growth Management Mitigation Items,  
Section III.A.3.b.

Between

State of Wisconsin, Department of Natural Resources,  
St. Croix County Community Development Department,

And

City of New Richmond

- I. GENERAL INFORMATION:  
Grantee/Project Sponsor: STH 64 Corridor Communities  
Project Title: City of New Richmond Wastewater Treatment Facility Plan  
Period Covered by This Agreement: October 1, 2016 – December 31, 2017
- II. AGREEMENT RECIPIENT: City of New Richmond
- III. AUTHORITY: This agreement between the State of Wisconsin Department of Natural Resources (hereinafter referred to as WDNR), St. Croix County Community Development Department (herein referred to as County), and the City of New Richmond (hereinafter referred to as City) is hereby entered into pursuant to Wis. Stat. s. 29.037
- IV. PURPOSE: The purpose of this agreement is to facilitate the WDNR to review and concur with projects developed by the STH 64 Corridor Communities, and authorize St. Croix County to expend funds in accord with the St. Croix Crossing Project Mitigation Package: Study of Sanitary Wastewater Treatment Facility Needs MOU.
- V. BACKGROUND: The St. Croix Crossing project involves the construction of a new bridge across the St. Croix River in St. Croix County, Wisconsin. The Supplemental Final EIS (SFEIS) prepared for the project includes a section on bridge mitigation items. Included in this mitigation package is \$400,000 designated to the Highway 64 Corridor Communities. The purpose of this \$400,000 is to study sanitary wastewater treatment facility needs or upgrade/expansion alternatives that accommodate projected population growth while protecting human health and water resources. Once mitigation funds became available the County requested project proposals be submitted by these Communities to decide how to allocate the \$400,000. One of the proposals approved by the Communities is to secure funding for the City of New Richmond Wastewater Treatment Facility Plan. This is an agreement between the WDNR, County and the City on how the mitigation dollars will be spent on this project.

VI. SCOPE: Upon WDNR concurrence, St. Croix County will provide the City with \$49,500.00, under section III.A.3.b. of the MOU, to fund a portion of the cost of the New Richmond Wastewater Treatment Facility Plan. A one-time payment in the amount of \$49,500.00 will be given to the City for this purpose.

In return the City shall complete the project as described in the Communities' St. Croix River Crossing Project – Implementation of Mitigation Activities Application and submit reports to WDNR upon completion of the objectives as outlined in the application.

VII. PERIOD OF PERFORMANCE: This agreement shall remain in effect until December 31, 2017. The WDNR, County, and City may periodically evaluate this agreement and, if mutually agreed, will amend the agreement as necessary. Any modifications to this agreement shall become effective upon approval by all parties.

VIII. PARTY REPRESENTATIVES: The representatives of the parties who shall serve as project coordinators and principal contacts for the purposes of this agreement are as follows:

City: Jeremiah Wendt, P.E., Director of Public Works  
City of New Richmond  
156 East First Street  
New Richmond, WI 54017

County: Ellen Denzer, Director  
St. Croix Community Development  
1101 Carmichael Road  
Hudson, WI 54016

WDNR: Dan Baumann, P.E., Secretary's Director  
Wisconsin Department of Natural Resources  
1300 West Clairemont Avenue  
Eau Claire, WI 54701

IX. SPECIAL PROVISIONS:

- A. The City agrees that information gathered as a result of the projects will be readily available, as needed, to other entities in St. Croix County operating within the context of Section III.A.3.b. of the MOU associated within the St. Croix Crossing Project SFEIS.
- B. The City agrees that failure on its part to abide by the project contract and its stipulations could require a repayment of the mitigation funds.
- C. This agreement does not impose any obligation, financial or otherwise, upon the WDNR in regards to the subsequent operation and/or maintenance of any facilities developed in this project.

X. LIABILITY: The City recognizes and understands that they may be responsible for the consequences of their own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives, including providing its own defense. To the extent authorized by law, the WDNR and County shall be responsible for the consequences of their own acts, errors, or omissions and those of its employees, agents, contractors, officers, and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions. It is not the intent of the parties to impose liability beyond that imposed by Wisconsin Statutes. This clause applies only to actions of each party pursuant to this agreement, and does not apply to actions or events that occur outside the scope of this agreement.

By signature the City, County, and the WDNR hereby accept all terms and conditions of this agreement without exception, deletion or alteration.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

City of New Richmond

WDNR

\_\_\_\_\_  
(Signature)  
Fred Horne, Mayor

\_\_\_\_\_  
(Signature)  
Dan Baumann, P.E., WDNR Secretary's Director

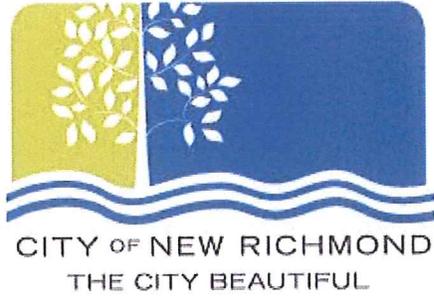
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

County

\_\_\_\_\_  
(Signature)  
Patrick Thompson, Administrator

\_\_\_\_\_  
(Date)



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**TO: Mayor and City Council**

**FROM: Jeremiah Wendt, Public Works Director**

**DATE: October 7, 2016**

**RE: EVAAL Funding Agreement**

#### **Background**

The City of New Richmond is a member of the STH 64 Corridor Stormwater and Wastewater Coalition, a group that was formed to oversee the use of \$800,000 in mitigation funding for stormwater and wastewater impacts of development and population growth due to the St. Croix River Crossing Projects. One of the purposes of the funding is for planning, ordinance development, and implementation of local stormwater management program(s) to protect surface water quality.

The Coalition has approved the funding of an Erosion Vulnerability Assessment for Agricultural Lands (EVAAL) for the City of New Richmond – a funding allocation of \$21,423 that will allow for the study of the upper Willow River watershed, and the identification of possible hot-spots for sediment and nutrients entering the Willow River. While the study area is outside the City's boundaries, the Coalition designated the City as the primary contact for this project due to the potential impact on the City's Wastewater Treatment Plant discharge permit. A reduction on the sediment and phosphorus load to the Willow River could be used as an adaptive management or pollutant trading component in a future wastewater permit, depending on the phosphorus limit determined by the WI DNR. These funds are provided without the need for matching dollars from the City – staff involvement in the EVAAL process will serve as the local share.

#### **Recommendation**

Staff recommends approval of the funding agreement with St. Croix County and WI DNR for the EVAAL funds.

Agreement No.: HCC018  
FC: 58321  
Amount: \$21,423.00

Planning, Ordinance Development and Implementation of Local Stormwater Management Programs  
St. Croix River Crossing Project  
MOU For the Implementation of Growth Management Mitigation Items,  
Section III.A.3.c.

Between

State of Wisconsin, Department of Natural Resources,  
St. Croix County Community Development Department,

And

City of New Richmond

- I. GENERAL INFORMATION:  
Grantee/Project Sponsor: STH 64 Corridor Communities  
Project Title: City of New Richmond Erosion Vulnerability Assessment for Agricultural Lands  
Period Covered by This Agreement: October 1, 2016 – December 31, 2017
- II. AGREEMENT RECIPIENT: City of New Richmond
- III. AUTHORITY: This agreement between the State of Wisconsin Department of Natural Resources (hereinafter referred to as WDNR), St. Croix County Community Development Department (herein referred to as County), and the City of New Richmond (hereinafter referred to as City) is hereby entered into pursuant to Wis. Stat. s. 29.037
- IV. PURPOSE: The purpose of this agreement is to facilitate the WDNR to review and concur with projects developed by the STH 64 Corridor Communities, and authorize St. Croix County to expend funds in accord with the St. Croix Crossing Project Mitigation Package: Planning, Ordinance Development and Implementation of Local Stormwater Management Programs MOU.
- V. BACKGROUND: The St. Croix Crossing project involves the construction of a new bridge across the St. Croix River in St. Croix County, Wisconsin. The Supplemental Final EIS (SFEIS) prepared for the project includes a section on bridge mitigation items. Included in this mitigation package is \$400,000 designated to the Highway 64 Corridor Communities. The purpose of this \$400,000 is for the purpose of planning, ordinance development, and implementation of local stormwater management program(s) to protect surface water quality. Once mitigation funds became available the County requested project proposals be submitted by these Communities to decide how to allocate the \$400,000. One of the proposals approved by the Communities is to secure funding for the City of New Richmond Erosion Vulnerability

Assessment for Agricultural Lands (EVAAL) project. This is an agreement between the WDNR, County and the City on how the mitigation dollars will be spent on this project.

- VI. SCOPE: Upon WDNR concurrence, St. Croix County will provide the City with \$21,423.00, under section III.A.3.c. of the MOU, to fund a portion of the cost of the City of New Richmond EVAAL project. A one-time payment in the amount of \$21,423.00 will be given to the City for this purpose.

In return the City shall complete the project as described in the Communities' St. Croix River Crossing Project – Implementation of Mitigation Activities Application and submit reports to WDNR upon completion of the objectives as outlined in the application.

- VII. PERIOD OF PERFORMANCE: This agreement shall remain in effect until December 31, 2017. The WDNR, County, and City may periodically evaluate this agreement and, if mutually agreed, will amend the agreement as necessary. Any modifications to this agreement shall become effective upon approval by all parties.

- VIII. PARTY REPRESENTATIVES: The representatives of the parties who shall serve as project coordinators and principal contacts for the purposes of this agreement are as follows:

City: Jeremiah Wendt, P.E., Director of Public Works  
City of New Richmond  
156 East First Street  
New Richmond, WI 54017

County: Ellen Denzer, Director  
St. Croix Community Development  
1101 Carmichael Road  
Hudson, WI 54016

WDNR: Dan Baumann, P.E., Secretary's Director  
Wisconsin Department of Natural Resources  
1300 West Clairemont Avenue  
Eau Claire, WI 54701

- IX. SPECIAL PROVISIONS:

- A. The City agrees that information gathered as a result of the projects will be readily available, as needed, to other entities in St. Croix County operating within the context of Section III.A.3.c. of the MOU associated within the St. Croix Crossing Project SFEIS.
- B. The City agrees that failure on its part to abide by the project contract and its stipulations could require a repayment of the mitigation funds.

C. This agreement does not impose any obligation, financial or otherwise, upon the WDNR in regards to the subsequent operation and/or maintenance of any facilities developed in this project.

X. LIABILITY: The City recognizes and understands that they may be responsible for the consequences of their own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives, including providing its own defense. To the extent authorized by law, the WDNR and County shall be responsible for the consequences of their own acts, errors, or omissions and those of its employees, agents, contractors, officers, and representatives and shall be responsible for any losses, claims and liabilities which are attributable to such acts, errors or omissions. It is not the intent of the parties to impose liability beyond that imposed by Wisconsin Statutes. This clause applies only to actions of each party pursuant to this agreement, and does not apply to actions or events that occur outside the scope of this agreement.

By signature the City, County, and the WDNR hereby accept all terms and conditions of this agreement without exception, deletion or alteration.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

City of New Richmond

WDNR

\_\_\_\_\_  
(Signature)  
Fred Horne, Mayor

\_\_\_\_\_  
(Signature)  
Dan Baumann, P.E., WDNR Secretary's Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

County

\_\_\_\_\_  
(Signature)  
Patrick Thompson, Administrator

\_\_\_\_\_  
(Date)